

EXHIBIT F

UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK

FLORIBERTO VILLALVA-ESTRADA,
individually and in behalf of all other persons
similarly situated,

Plaintiff,

-against-

SXB RESTAURANT CORP. d/b/a IL
TINELLO and XHEVAT GOCAJ, jointly and
severally,

Defendants.

14 CV 10011 (AJN) (KNF)

AMENDED INITIAL DISCLOSURE

The plaintiff makes the following initial disclosure to the defendants pursuant to Rule 26(a)(1) of the Federal Rules of Civil Procedure.

A. NAME, IF KNOWN, ADDRESS AND TELEPHONE NUMBER OF EACH INDIVIDUAL LIKELY TO HAVE DISCOVERABLE INFORMATION PLAINTIFF MAY USE TO SUPPORT CLAIMS OR DEFENSES UNLESS SOLELY FOR IMPEACHMENT

1. The plaintiff Floriberto Villalva-Estrada, 1703 LEXINGTON AVE, APT 1R, NEW YORK, NY 10029-3972, 1-347-493-6693. Communication with the plaintiff only through attorneys for the plaintiff. The above named individual has knowledge regarding the amount of hours the plaintiff worked for the defendants and amounts paid by the defendants, and information pertaining to the defendants' failure to comply with federal and New York labor laws.

2. The defendant Xhevat Gocaj, 703 HOLLYWOOD AVE FL 2, BRONX, NY 10465-2303, telephone number unknown. The above named individual has knowledge regarding the amount of hours the plaintiff worked for the defendants and amounts paid by the defendants, and

information pertaining to the defendants' failure to comply with federal and New York labor laws.

3. Chuchin; full name, address, and telephone number unknown. The above named individual has knowledge regarding the amount of hours the plaintiff worked for the defendants and amounts paid by the defendants, and information pertaining to the defendants' failure to comply with federal and New York labor laws.

4. Flaco; full name, address, and telephone number unknown. The above named individual has knowledge regarding the amount of hours the plaintiff worked for the defendants and amounts paid by the defendants, and information pertaining to the defendants' failure to comply with federal and New York labor laws.

B. COPY OF OR DESCRIPTION BY CATEGORY AND LOCATION OF ALL DOCUMENTS, DATA COMPILATIONS, AND TANGIBLE THINGS IN THE POSSESSION, CUSTODY OR CONTROL OF PLAINTIFF AND WHICH PLAINTIFF MAY USE TO SUPPORT CLAIMS OR DEFENSES, UNLESS SOLELY FOR IMPEACHMENT

The plaintiff identifies the following categories of documents upon which the plaintiff intends to rely to support the plaintiff's claims: paystubs.

C. COMPUTATION OF PLAINTIFF'S DAMAGES

Tables 1 and 2 are a computation of the plaintiff's damages. Additionally, the plaintiff is entitled to prejudgment interest at a rate of 9% per annum.

Table 1: Detailed Computation of Plaintiff's Damages

<u>Minimum Wage</u>									
Period start	Period end	Weeks	Total hours per week	Effective hourly rate	Minimum wage	Minimum wage owed per hour	Minimum wage owed per week	Total minimum wage owed	Total with liquidated damages
4/1/2014	10/4/2014	27	69	\$7.68	\$8.00	\$0.32	\$22.00	\$587.71	\$1,763.14
<u>Overtime</u>									
Period start	Period end	Weeks	Total hours per week	Overtime hours per week	Greater of regular rate or minimum wage		Overtime owed per week	Total overtime owed	Total with liquidated damages
4/1/2014	10/4/2014	27	69	29	\$8.00	\$4.00	\$116.00	\$3,098.86	\$9,296.57
<u>Spread of Hours</u>									
Period start	Period end	Weeks	Days worked spread of hours over ten	Applicable minimum wage	Total spread of hours owed per week		Total spread of hours owed	Total actual and liquidated damages	
4/1/2014	10/4/2014	27	6	\$8.00	\$48.00		\$1,282.29	\$2,564.57	
<u>Failure to Furnish Notice and Acknowledgment</u>									
Period start	Period end	Weeks			Statutory damages per week			Total statutory damages	
4/1/2014	10/4/2014	27			\$50.00			\$1,350.00	
<u>Failure to Furnish Wage Statement</u>									
Period start	Period end	Weeks			Statutory damages per week			Total statutory damages	
4/1/2014	10/4/2014	27			\$100.00			\$2,500.00	

Table 2: Totals of Computation of Plaintiff's Damages

Total actual damages	\$4,968.86
Total all damages	\$17,474.29

D. ABILITY TO COPY AND INSPECT CONTENTS OF PERTINENT INSURANCE AGREEMENT

The plaintiff is unaware of any insurance agreements that may concern the plaintiff's claims.

LAW OFFICE OF JUSTIN A. ZELLER, P.C.

X

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X

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January 15, 2016